EXHIBIT J TO COMPLAINT

1. Guarantee. For value received, and to induce <u>U.S. BANK N.A.</u>

3 "Bank") to extend or continue credit or other financial accommodations now or in the future to <u>GOLDENBERG & JOHNSON</u>,

6 (LC)

(the "Borrower"), the undersigned (the "Guarantor") hereby absolutely and unconditionally jointly and severally guarantees prompt payment of and promises to pay or cause to be paid to the Bank the Obligations (as hereinafterdefined), whether or not the Obligations are valid and enforceable against the Borrower, whenever the Obligations become due, whether on demand, at maturity or by reason of acceleration, or at the time the Borrower or the Guarantor shall become the subject of any bankruptcy or insolvency proceeding.

As used herein, the term "Obligations" shall mean all loans, drafts, overdrafts, checks, notes and all other debts, liabilities and obligations of every kind owing by the Borrower to the Bank, whether direct or indirect, absolute or contingent, liquidated or unliquidated whether of the same or a different nature and whether existing now or in the future, including interest thereon and all costs, expenses and reasonable attorneys' fees (including fees of inside counsel) paid or incurred by the Bank at any time before or after judgment in attempting to collect any of the foregoing, to realize on any collateral securing any of the foregoing or this Guaranty, and to enforce this Guaranty, whether such costs, expenses or fees are incurred before or after commencement of litigation or at trial, on appeal, or in any other proceeding. The definition of "Obligations" also includes the amount of any payments made to the Bank or another on behalf of the Borrower (including payments resulting from liquidation of collateral) which are recovered from the Bank by a trustee, receiver, creditor or other party pursuant to applicable Federal or state law (the "SurrenderedPayments"). In the event that the Bank makes any Surrendered Payments (including pursuant to a negotiated settlement), the Surrendered Payments shall immediately be reinstated as Obligations, regardless of whether the Bank has surrendered or cancelled this Guaranty prior to returning the Surrendered Payments.

- 2. Consent to Bank Actions; No Discharge. The Guarantor agrees that the Bank does not have to take any steps whatsoever to realize upon any collateral securing the Obligations, or to proceed against the Borrower or any other guarantor or surety for the Obligations either before or after proceeding against the Guarantor; and the Guarantor waives any claim of marshalling of assets against the Bank or any collateral. The Guarantor also agrees that the Bank may do or refrain from doing any of the following without notice to, or the consent of, the Guarantor, without reducing or discharging the Guarantor's liability under this Guaranty: (i) renew, amend, modify, extend or release any existing or future Obligations (including making additional advances, or changing the interest rate or amount, time or manner of payment of any Obligations), and make additional extensions of credit to the Borrower (which will become additional Obligations), regardless of when such modifications or additional extensions of credit are made, and regardless of whether they are similar to or different from any other Obligations; (ii) amend, supplement and waive compliance with any of the provisions of documents evidencing or related to any of the Obligations; (iii) settle, modify, release, compromise or subordinate any Obligation, any collateral securing any Obligation or this Guaranty, or the liability of any other party responsible for payment of any Obligation; and (iv) accept partial payments, and apply any payments and all other amounts received from the Borrower, from liquidation of any collateral or from any her guarantor to the Obligations (or any other amounts due to the Bank) in any manner that the Bank elects. The Guarantor also ressly agrees that the Guarantor's liability will not be reduced or discharged by the Bank's failure or delay in perfecting (or to continue rection of) any security interest, mortgage or other lien on any collateral securing the Obligations or this Guaranty, or to protect the value or condition of any such collateral. THE GUARANTORSPECIFICALLY ACKNOWLEDGESTHAT THIS GUARANTY COVERS ALL EXISTING AND FUTURE OBLIGATIONS OF THE BORROWER TO THE BANK REGARDLESS OF THE AMOUNT OF THOSE OBLIGATIONS; THAT THE BANK CAN MAKE ADDITIONAL EXTENSIONS OF CREDIT TO THE BORROWER WITHOUT NOTIFYING THE GUARANTOR; AND THAT THE BANK CAN DEMAND PAYMENT FROM AND IMPOSE LIABILITY ON THE GUARANTOR WITHOUT FIRST TRYING TO COLLECT FROM THE BORROWER OR ANY OTHER GUARANTOR.
- 3. Waivers. The Guarantor expressly waives all rights of setoff and counterclaims, as well as diligence in collection or prosecution, presentment, demand of payment or performance, protest, notice of dishonor, nonpayment or nonperformance of any Obligation. The Guarantor also expressly waives notice of acceptance of this Guaranty, and the right to receive all other notices and demands of any kind relating to the Obligations or this Guaranty. The Guarantor agrees that any right of subrogation as to payment or enforcement of any security interest securing the Obligations shall not be enforceable by any Guarantor until the Bank is paid in full. In addition to, and not in substitution or lieu of, all of the other waivers and releases contained herein from the Guarantor, Guarantor hereby specifically, unconditionally and jointly and severally waives any and all defenses predicated upon: (i) change of ownership of any collateral covered by any mortgage, deed of trust or security agreement or other security instrument securing the Obligations; (ii) acquiring additional collateral; (iii) substitution of different collateral in exchange or exchanges for part or parts of any original collateral; (iv) sale or other disposition, either in whole or in part, of any collateral for the Obligations, without notice to the Guarantor unless otherwise required by applicable law; (v) the fact that there may be persons other than the Guarantor solvent and responsible for the payment of the Obligations; (vi) release, death, dissolution, liquidation or termination of the existence of the Borrower or any other guarantor; (vii) an election of remedies; or (viii) any other defenses based on suretyship or impairment of collateral.
- 4. Financial Information. The Guarantor warrants that all financial information previously provided to the Bank was accurate when given, and that no material adverse change has occurred in the Guarantor's financial status since such information was given to the Bank. The Guarantor agrees to provide to the Bank from time to time upon request any information regarding the Guarantor's financial condition which the Bank reasonably requests; and without request, the Guarantor will provide annual financial statements in form and content satisfactory to the Bank within 60 days of the end of each year.
- 5. Borrower's Financial Condition. The Guarantor warrants and represents to the Bank that (i) the Guarantor is sufficiently knowledgeable and experienced in financial and business matters to evaluate and understand the risks assumed in connection with the execution of this Guaranty; (ii) the Guarantor has had the opportunity to examine the records, reports, financial statements, and other information relating to the financial condition of the Borrower; (iii) the Guarantor has relied solely upon investigations of the Borrower's financial condition conducted by the Guarantor or the Guarantor's authorized representative in deciding to execute this Guaranty; and (iv) Guarantor, or its authorized representative, shall continue to independently review, monitor and investigate the financial condition of Borrower while this Guaranty is in effect. The Guarantor specifically relieves the Bank of any duty, obligation or responsibility of any nature whatsoeverto advise the Guarantor of any change in the Borrower's financial condition.
- 6. Collateral; Setoff. The Guarantor grants to the Bank a security interest in all property in which the Guarantor has an ownership interest which is now or in the future in the possession of the Bank to secure payment under this Guaranty. The Guarantor hereby authorizes the Bank, without further notice to anyone, to charge any account of the Guarantor for the amount of any and all Obligations due under this Guaranty, and grants the Bank a contractual right to set off (without notice or demand) amounts due hereunder against all depository account balances, cash and other property now or hereafter in the possession of the Bank and the right to refuse to allow withdrawals from any account (collectively "Setoff). This Guaranty is also secured by any and all security interests,

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limitation as described in the following documents:	
death, dissolution, merger, bankruptcy, incompetency or inswith respect to the Guarantor until the Bank receives written event that this Guaranty is revoked by the Guarantor, said guarantee unconditionally the prompt payment of all Obleffective, including such prior Obligations which are subsequenced as well as all extensions of credit made after revocation process.	ng Obligations. This is a continuing Guaranty and shall not be revoked by solvency of the Guarantor. This Guaranty shall remain in full force and effect notice from the Guarantor revoking this Guaranty as to the Guarantor. In the revocation shall have no effect on the continuing liability of the Guarantor to igations which are contracted or incurred before the revocation becomes uently renewed, modified or extended after the revocation becomes effective, ursuant to commitments made prior to such revocation. Revocation of this trantor of any liability hereunder after the effective date of such revocation.
subject of any incompetency proceedings, become the subterms of this Guaranty, any document securing this guara Obligations shall become immediately due and payable who other guarantor. This Guaranty shall inure to the benefit of the Obligations, and shall be binding on heirs, executors, admir	ultiple Guarantors. If the Guarantor shall die or cease to exist, become the bject of any bankruptcy or insolvency proceedings, or fail to comply with the inty or any related document, the Guarantor's liability hereunder to pay the ether or not the Obligations are then due and payable by the Borrower or any ne Bank, its successors and assigns and of the holder and owner of any of the histrators, successors and assigns of the Guarantor. If there is more than one several, and the reference to the "Guarantor" shall be deemed to refer to all
other provision. This Guaranty, the collateral documents set the entire agreement of the parties regarding this matter; an which are not a part of this Guaranty or the documents de altered, amended or waived except by another written agree	t. Invalidity of any provision of this Guaranty shall not affect the validity of any ecuring this Guaranty and the documents evidencing the Obligations contain d any prior representations promises or agreements (whether oral or written) escribed above are not enforceable. The terms of this Guaranty may not be element signed by the Guarantor and the Bank. Unless specifically limited in anty of the Guarantor in which the Bank has an interest nor shall any later or later guaranty shall be cumulative with this Guaranty.
Guaranty is a "transferable record" as defined in applicable may, on behalf of Guarantor, create a microfilm or optical d defined in such law. The holder of this Guaranty may store the paper original as part of the holder's normal business authoritative copy as permitted by such law.	e Guarantor hereby acknowledges the receipt of a copy of this Guaranty. This law relating to electronic transactions. Therefore, the holder of this Guaranty lisk or other electronic image of this Guaranty that is an authoritative copy as the authoritative copy of such Guaranty in its electronic form and then destroy is practices. The holder, on its own behalf, may control and transfer such
THOSE TERMS IN WRITING, EXPRESSING CONSIDERATERMS OR ORAL PROMISES NOT CONTAINED IN THIS HIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHWITH RESPECT TO ALL OTHER CREDIT AGREEME MODIFICATION OF ANY OTHER CREDIT AGREEMENT OCCURS AFTER RECEIPT BY GUARANTOR OF THIS I	OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY ATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER IS WRITTEN CONTRACT MAY BE LEGALLYENFORCED. THE TERMS OF HER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE INTS NOW IN EFFECT BETWEEN GUARANTOR AND THE BANK. A IS NOW IN EFFECT BETWEEN GUARANTOR AND THE BANK, WHICH NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. AGREEMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED
except to the extent superseded by Federal law. THE GUAF STATE OR FEDERAL COURT SITUATED IN THE COUNT LOAN WAS ORIGINATED, AND WAIVES ANY OBJECT ACTIONS, CLAIMS, DISPUTESOR PROCEEDINGSRELAT OR ANY TRANSACTIONS ARISING THEREFROM, OR EN	shall be governed by the internal laws of the State of MINNESOTA. RANTORHEREBY CONSENTS TO THE EXCLUSIVE JURISDICTIONOF ANY TY OR FEDERAL JURISDICTION OF THE BANK'S BRANCH WHERE THE ION BASED ON FORUM NON CONVENIENS, WITH REGARD TO ANY INGTO THIS GUARANTY, THE COLLATERAL, ANY RELATED DOCUMENT, FORCEMENT AND/OR INTERPRETATIONOF ANY OF THE FOREGOING. in any manner permitted by law, or limit the Bank's right to bring proceedings jurisdiction or jurisdictions.
RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEE THIS GUARANTY, THE OBLIGATIONS HEREUNDER OR	ID THE BANK HEREBY JOINTLY AND SEVERALLYWAIVE ANY AND ALL DING RELATING TO THIS GUARANTY, ALL DOCUMENTS RELATING TO ANY TRANSACTION ARISING HEREFROM OR CONNECTED HERETO. STO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND
• .	
Dated: MAY 31, 2005 (Individual Guarantor)	N/A Guarantor Name (Organization)
Guarantor Name STUART L GOLDENBERG	a
\vee	Name and Title N/A

Name and Title ______N/A

Guarantor Name

1. Guarantee. For value received, and to induce <u>U.S. BANK N.A.</u>	
ne "Bank") to extend or continue credit or other financial accommodations now or in the future	eto Goldenberg & Johnson,
The "Bank") to extend of continue credit of other financial accommodations flow of the first rate.	0.0
LLC	<u> </u>

(the "Borrower"), the undersigned (the "Guarantor") hereby absolutely and unconditionally jointly and severally guarantees prompt payment of and promises to pay or cause to be paid to the Bank the Obligations (as hereinafterdefined), whether or not the Obligations are valid and enforceable against the Borrower, whenever the Obligations become due, whether on demand, at maturity or by reason of acceleration, or at the time the Borrower or the Guarantor shall become the subject of any bankruptcy or insolvency proceeding.

As used herein, the term "Obligations"shall mean all loans, drafts, overdrafts, checks, notes and all other debts, liabilities and obligations of every kind owing by the Borrower to the Bank, whether direct or indirect, absolute or contingent, liquidated or unliquidated whether of the same or a different nature and whether existing now or in the future, including interest thereon and all costs, expenses and reasonable attorneys' fees (including fees of inside counsel) paid or incurred by the Bank at any time before or after judgment in attempting to collect any of the foregoing, to realize on any collateral securing any of the foregoing or this Guaranty, and to enforce this Guaranty, whether such costs, expenses or fees are incurred before or after commencement of litigation or at trial, on appeal, or in any other proceeding. The definition of "Obligations" also includes the amount of any payments made to the Bank or another on behalf of the Borrower (including payments resulting from liquidation of collateral) which are recovered from the Bank by a trustee, receiver, creditor or other party pursuant to applicable Federal or state law (the "SurrenderedPayments"). In the event that the Bank makes any Surrendered Payments (including pursuant to a negotiated settlement), the Surrendered Payments shall immediately be reinstated as Obligations, regardless of whether the Bank has surrendered or cancelled this Guaranty prior to returning the Surrendered Payments.

- 2. Consent to Bank Actions; No Discharge. The Guarantor agrees that the Bank does not have to take any steps whatsoever to realize upon any collateral securing the Obligations, or to proceed against the Borrower or any other guarantor or surety for the Obligations either before or after proceeding against the Guarantor; and the Guarantor waives any claim of marshalling of assets against the Bank or any collateral. The Guarantor also agrees that the Bank may do or refrain from doing any of the following without notice to, or the consent of, the Guarantor, without reducing or discharging the Guarantor's liability under this Guaranty: (i) renew, amend, modify, extend or release any existing or future Obligations (including making additional advances, or changing the interest rate or amount, time or manner of payment of any Obligations), and make additional extensions of credit to the Borrower (which will become additional Obligations), regardless of when such modifications or additional extensions of credit are made, and regardless of whether they are similar to or different from any other Obligations; (ii) amend, supplement and waive compliance with any of the provisions of documents evidencing or related to any of the Obligations; (iii) settle, modify, release, compromise or subordinate any Obligation, any collateral securing any Obligation or this Guaranty, or the liability of any other party responsible for payment of any Obligation; and (iv) accept partial payments, and apply any payments and all other amounts received from the Borrower, from liquidation of any collateral or from any other guarantor to the Obligations (or any other amounts due to the Bank) in any manner that the Bank elects. The Guarantor also xpressly agrees that the Guarantor's liability will not be reduced or discharged by the Bank's failure or delay in perfecting (or to continue erfection of) any security interest, mortgage or other lien on any collateral securing the Obligations or this Guaranty, or to protect the value or condition of any such collateral. THE GUARANTORSPECIFICALLY ACKNOWLEDGESTHAT THIS GUARANTY COVERS ALL EXISTING AND FUTURE OBLIGATIONS OF THE BORROWER TO THE BANK REGARDLESS OF THE AMOUNT OF THOSE OBLIGATIONS; THAT THE BANK CAN MAKE ADDITIONAL EXTENSIONS OF CREDIT TO THE BORROWER WITHOUT NOTIFYING THE GUARANTOR; AND THAT THE BANK CAN DEMAND PAYMENT FROM AND IMPOSE LIABILITY ON THE GUARANTOR WITHOUT FIRST TRYING TO COLLECT FROM THE BORROWER OR ANY OTHER GUARANTOR.
- 3. Waivers. The Guarantor expressly waives all rights of setoff and counterclaims, as well as diligence in collection or prosecution, presentment, demand of payment or performance, protest, notice of dishonor, nonpayment or nonperformance of any Obligation. The Guarantor also expressly waives notice of acceptance of this Guaranty, and the right to receive all other notices and demands of any kind relating to the Obligations or this Guaranty. The Guarantor agrees that any right of subrogation as to payment or enforcement of any security interest securing the Obligations shall not be enforceable by any Guarantor until the Bank is paid in full. In addition to, and not in substitution or lieu of, all of the other waivers and releases contained herein from the Guarantor, Guarantor hereby specifically, unconditionally and jointly and severally waives any and all defenses predicated upon: (i) change of ownership of any collateral covered by any mortgage, deed of trust or security agreement or other security instrument securing the Obligations; (ii) acquiring additional collateral; (iii) substitution of different collateral in exchange or exchanges for part or parts of any original collateral; (iv) sale or other disposition, either in whole or in part, of any collateral for the Obligations, without notice to the Guarantor unless otherwise required by applicable law; (v) the fact that there may be persons other than the Guarantor solvent and responsible for the payment of the Obligations; (vi) release, death, dissolution, liquidation or termination of the existence of the Borrower or any other guarantor; (vii) an election of remedies; or (viii) any other defenses based on suretyship or impairment of collateral.
- 4. Financial Information. The Guarantor warrants that all financial information previously provided to the Bank was accurate when given, and that no material adverse change has occurred in the Guarantor's financial status since such information was given to the Bank. The Guarantor agrees to provide to the Bank from time to time upon request any information regarding the Guarantor's financial condition which the Bank reasonably requests; and without request, the Guarantor will provide annual financial statements in form and content satisfactory to the Bank within 60 days of the end of each year.
- 5. Borrower's Financial Condition. The Guarantor warrants and represents to the Bank that (i) the Guarantor is sufficiently knowledgeable and experienced in financial and business matters to evaluate and understand the risks assumed in connection with the execution of this Guaranty; (ii) the Guarantor has had the opportunity to examine the records, reports, financial statements, and other information relating to the financial condition of the Borrower; (iii) the Guarantor has relied solely upon investigations of the Borrower's financial condition conducted by the Guarantor or the Guarantor's authorized representative in deciding to execute this Guaranty; and (iv) the Guarantor, or its authorized representative, shall continue to independently review, monitor and investigate the financial condition of the Borrower while this Guaranty is in effect. The Guarantor specifically relieves the Bank of any duty, obligation or responsibility of any nature whatsoeverto advise the Guarantor of any change in the Borrower's financial condition.
- 6. Collateral; Setoff. The Guarantor grants to the Bank a security interest in all property in which the Guarantor has an ownership interest which is now or in the future in the possession of the Bank to secure payment under this Guaranty. The Guarantor hereby authorizes the Bank, without further notice to anyone, to charge any account of the Guarantor for the amount of any and all Obligations due under this Guaranty, and grants the Bank a contractual right to set off (without notice or demand) amounts due hereunder against all depository account balances, cash and other property now or hereafter in the possession of the Bank and the right to refuse to allow withdrawals from any account (collectively "Setoff). This Guaranty is also secured by any and all security interests, pledges or liens now or hereafter in existence granted to the Bank to secure indebtedness of the Guarantor to the Bank, including without

limitation as described in the following documents:		
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- 7. Duration of Guaranty; Revocation; Continuing Obligations. This is a continuing Guaranty and shall not be revoked by death, dissolution, merger, bankruptcy, incompetency or insolvency of the Guarantor. This Guaranty shall remain in full force and effect with respect to the Guarantor until the Bank receives written notice from the Guarantor revoking this Guaranty as to the Guarantor. In the event that this Guaranty is revoked by the Guarantor, said revocation shall have no effect on the continuing liability of the Guarantor to guarantee unconditionally the prompt payment of all Obligations which are contracted or incurred before the revocation becomes effective, including such prior Obligations which are subsequently renewed, modified or extended after the revocation becomes effective, as well as all extensions of credit made after revocation pursuant to commitments made prior to such revocation. Revocation of this Guaranty by any Guarantor shall not relieve any other Guarantor of any liability hereunder after the effective date of such revocation.
- 8. Acceleration of Obligations; Successors; Multiple Guarantors. If the Guarantor shall die or cease to exist, become the subject of any incompetency proceedings, become the subject of any bankruptcy or insolvency proceedings, or fail to comply with the terms of this Guaranty, any document securing this guaranty or any related document, the Guarantor's liability hereunder to pay the Obligations shall become immediately due and payable whether or not the Obligations are then due and payable by the Borrower or any other guarantor. This Guarantyshall inure to the benefit of the Bank, its successors and assigns and of the holder and owner of any of the Obligations, and shall be binding on heirs, executors, administrators, successors and assigns of the Guarantor. If there is more than one Guarantor, the liability of the Guarantors shall be joint and several, and the reference to the "Guarantor" shall be deemed to refer to all Guarantors.
- 9. Severability; Prior Agreements; Amendment. Invalidity of any provision of this Guaranty shall not affect the validity of any other provision. This Guaranty, the collateral documents securing this Guaranty and the documents evidencing the Obligations contain the entire agreement of the parties regarding this matter; and any prior representations, promises or agreements (whether oral or written) which are not a part of this Guaranty or the documents described above are not enforceable. The terms of this Guaranty may not be altered, amended or waived except by another written agreement signed by the Guarantor and the Bank. Unless specifically limited in scope this Guaranty shall not surpersede any earlier guaranty of the Guarantor in which the Bank has an interest nor shall any later guaranty supersede this Guaranty. The effect of any earlier or later guaranty shall be cumulative with this Guaranty.
- 10. Copies; Entire Agreement; Modification. The Guarantor hereby acknowledges the receipt of a copy of this Guaranty. This Guaranty is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this Guaranty may, on behalf of Guarantor, create a microfilm or optical disk or other electronic image of this Guaranty that is an authoritative copy as defined in such law. The holder of this Guaranty may store the authoritative copy of such Guaranty in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN GUARANTOR AND THE BANK. A MODIFICATION OF ANY OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN GUARANTOR AND THE BANK, WHICH OCCURS AFTER RECEIPT BY GUARANTOR OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH CREDIT AGREEMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

- 11. Governing Law; Jurisdiction. This Guarantyshall be governed by the internal laws of the State of Minnesota except to the extent superseded by Federal law. THE GUARANTORHEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN THE COUNTY OR FEDERAL JURISDICTION OF THE BANK'S BRANCH WHERE THE LOAN WAS ORIGINATED, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTESOR PROCEEDING SRELATING TO THIS GUARANTY, THE COLLATERAL, ANY RELATED DOCUMENT, OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT AND/OR INTERPRETATION OF ANY OF THE FOREGOING. Nothing herein shall affect the Bank's right to serve process in any manner permitted by law, or limit the Bank's right to bring proceedings against the Guarantor in the competent courts of any other jurisdiction or jurisdictions.
- 12. Waiver of Jury Trial. THE GUARANTOR AND THE BANK HEREBY JOINTLY AND SEVERALLYWAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTY, ALL DOCUMENTS RELATING TO THIS GUARANTY, THE OBLIGATIONS HEREUNDER OR ANY TRANSACTION ARISING HEREFROM OR CONNECTED HERETO. THE GUARANTOR AND THE BANK EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

Dated: MARCH 15, 2007		N/A
(Individual Guarante)	Guarantor Name (Organization)	
* Hundfullly	a	
Guarantor Name Stuart Goldenberg	Bv	
	Name and Title	N/A
Guarantor Name	Ву	
	Name and Title	N/A

To: U.S. BANK N.A.	(the "Bank")
The undersigned (the "Guarantor," whether of Guaranty(ies) (Limited), Continuing Guaranty(ies) (Pr (collectively the "Guaranty") guaranteeing all of the obl	one or more) has executed Continuing Guaranty(ies) (Unlimited), Continuing to Rata), or Guaranty(ies) of Specific Transaction dateMRCH 15, 2007 igations of Goldenberg & Johnson, PLLC
	(the "Borrower)" to the Bank, whether currently existing or arising in the future.
The Bank will be extending a new loan to the B Borrower, as evidenced by the following documents,	orrower, or renewing, restructuring or otherwise amending an existing loan to the among others:
Amendment to Loan Agreement	Note dated March 15, 2007 in the amount of
\$500,000.00	
The Guarantor hereby confirms that the guarant specifically includes the obligations identified above, a in the principal amount of the loan).	y remains in full force and effect, and the definition of "Obligations" in the Guaranty as well as any renewals, amendments or refinancings thereto (including an increase
The Guarantor reaffirms that consent by the Gua agreements between the Bank and the Borrower is no continues as security, and all other terms of the Gua	trantor to any additional loans, refinancings, amendments and other changes in any of necessary, as described in the Guaranty. All collateral securing the Guaranty also aranty are hereby reaffirmed.
The Guaranter represents that the Guarant	tor has reviewed the Borrower's financial condition prior to executing this leves the Bank of any obligation to advise the Guarantor of the Borrower's
Reaffirmation is a "transferable record" as defined in Reaffirmation may, on behalf of Guarantor, create a	eceipt of a copy of this Reaffirmation and all other Loan Documents. This in applicable law relating to electronic transactions. Therefore, the holder of this microfilm or optical disk or other electronic image of this Reaffirmation that is an er of this Reaffirmation may store the authoritative copy of such Reaffirmation in its spart of the holder's normal business practices. The holder, on its own behalf, may itted by such law.
THOSE TERMS IN WRITING, EXPRESSING CONSTERMS OR ORAL PROMISES NOT CONTAINED IN THIS AGREEMENT MAY ONLY BE CHANGED BY WITH RESPECT TO ALL OTHER CREDIT AGREMODIFICATION OF ANY OTHER CREDIT AGREEMENT BY CHARANTOR OF ACTUAL PROPERTY BY CHARACTOR OF ACTUAL PR	RMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY SIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER IN THIS WRITTEN CONTRACT MAY BE LEGALLYENFORCED. THE TERMS OF ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE REEMENTS NOW IN EFFECT BETWEEN GUARANTOR AND THE BANK. A EMENTS NOW IN EFFECT BETWEEN GUARANTOR AND THE BANK, WHICH THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. REDIT AGREEMENTS ARE NOT ENFORCEABLEAND SHOULD NOT BE RELIED
Dated: MARCH 15 2007 (Individual Guaraftion)	N/A Guarantor Name (Organization) a By
Guarantor Name Styart L. Goldenberg	Name and TitleN/A
Guarantor Name	
Guardio Namo	Name and Title N/A

3/03

To: U.S. BANK N.A.	(the " Bank ")
Guaranty(ies) (Limited), Continuing Guaranty(ies) (Pro Rata	or more) has executed Continuing Guaranty(ies) (Unlimited), Continuing (a), or Guaranty(ies) of Specific Transaction dated <u>JUNE 19, 2003</u> ons of <u>Goldenberg & Johnson</u> , <u>PLLC</u>
	(the "Borrower") to the Bank, whether currently existing or arising in the future.
The Bank will be extending a new loan to the Borro Borrower, as evidenced by the following documents, amor	wer, or renewing, restructuring or otherwise amending an existing loan to the ng others:
Revolving Loan Agreement and No	te dated April 29, 2008 in the original
principal amount of \$750,000.00	
The Guarantor hereby confirms that the guaranty rer specifically includes the obligations identified above, as we in the principal amount of the loan).	mains in full force and effect, and the definition of "Obligations" in the Guaranty ell as any renewals, amendments or refinancings thereto (including an increase
The Guarantor reaffirms that consent by the Guaranto agreements between the Bank and the Borrower is not necontinues as security, and all other terms of the Guaranty	or to any additional loans, refinancings, amendments and other changes in any cessary, as described in the Guaranty. All collateral securing the Guaranty also are hereby reaffirmed.
The Guarantor represents that the Guarantor heaffirmation; and the Guarantor specifically relieve current financial condition, or any changes in the Borro	nas reviewed the Borrower's financial condition prior to executing this set the Bank of any obligation to advise the Guarantor of the Borrower's ower's financial condition in the future.
Reaffirmation is a "transferable record" as defined in an Reaffirmation may, on behalf of Guarantor, create a mic authoritative copy as defined in such law. The holder of	pt of a copy of this Reaffirmation and all other Loan Documents. This oplicable law relating to electronic transactions. Therefore, the holder of this profilm or optical disk or other electronic image of this Reaffirmation that is an eight this Reaffirmation may store the authoritative copy of such Reaffirmation in its of the holder's normal business practices. The holder, on its own behalf, may be such law.
THOSE TERMS IN WRITING, EXPRESSING CONSIDE TERMS OR ORAL PROMISES NOT CONTAINED IN THIS AGREEMENT MAY ONLY BE CHANGED BY ANOWITH RESPECT TO ALL OTHER CREDIT AGREEME MODIFICATION OF ANY OTHER CREDIT AGREEME OCCURS AFTER RECEIPT BY GUARANTOR OF THE	OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY RATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER HIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF OTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE MENTS NOW IN EFFECT BETWEEN GUARANTOR AND THE BANK. A NTS NOW IN EFFECT BETWEEN GUARANTOR AND THE BANK, WHICH S NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. IT AGREEMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED
Dated: APRIL 29 2008 (Individual Guarantor)	N/A Guarantor Name (Organization) a
Guarantor Name Stuart L. Goldenberg	By
Guarantor Name	By
Garano nano	Name and Title N/A

EXHIBIT K TO COMPLAINT

			Translate recolude	and to induce	II. DAMA N	. A		
12.	1.	Guarantee.	For value received,	, and to induce _		: th - 6	COLDENBERG 8	MORNHOL
ıe	"Bank") to extend or	continue credit or o	ther financial ac	commodations no	w or in the future to _	GOHDHRIDHRG -	L GOILLIBOIT,
<u>II</u> در	,C	·			(the "Borrower")	the undersigned (th	ne "Guarantor") her	reby absolutely and

unconditionally jointly and severally guarantees prompt payment of and promises to pay or cause to be paid to the Bank the Obligations (as hereinafterdefined), whether or not the Obligations are valid and enforceable against the Borrower, whenever the Obligations become due, whether on demand, at maturity or by reason of acceleration, or at the time the Borrower or the Guarantor shall become the subject of any bankruptcy or insolvency proceeding.

As used herein, the term "Obligations" shall mean all loans, drafts, overdrafts, checks, notes and all other debts, liabilities and obligations of every kind owing by the Borrower to the Bank, whether direct or indirect, absolute or contingent, liquidated or unliquidated whether of the same or a different nature and whether existing now or in the future, including interest thereon and all costs, expenses and reasonable attorneys' fees (including fees of inside counsel) paid or incurred by the Bank at any time before or after judgment in attempting to collect any of the foregoing, to realize on any collateral securing any of the foregoing or this Guaranty, and to enforce this Guaranty, whether such costs, expenses or fees are incurred before or after commencement of litigation or at trial, on appeal, or in any other proceeding. The definition of "Obligations" also includes the amount of any payments made to the Bank or another on behalf of the Borrower (including payments resulting from liquidation of collateral) which are recovered from the Bank by a trustee, receiver, creditor or other party pursuant to applicable Federal or state law (the "SurrenderedPayments"). In the event that the Bank makes any Surrendered Payments (including pursuant to a negotiated settlement), the Surrendered Payments shall immediately be reinstated as Obligations, regardless of whether the Bank has surrendered or cancelled this Guaranty prior to returning the Surrendered Payments.

- 2. Consent to Bank Actions; No Discharge. The Guarantor agrees that the Bank does not have to take any steps whatsoever to realize upon any collateral securing the Obligations, or to proceed against the Borrower or any other guarantor or surety for the Obligations either before or after proceeding against the Guarantor; and the Guarantor waives any claim of marshalling of assets against the Bank or any collateral. The Guarantor also agrees that the Bank may do or refrain from doing any of the following without notice to, or the consent of, the Guarantor, without reducing or discharging the Guarantor's liability under this Guaranty: (i) renew, amend, modify, extend or release any existing or future Obligations (including making additional advances, or changing the interest rate or amount, time or manner of payment of any Obligations), and make additional extensions of credit to the Borrower (which will become additional Obligations), regardless of when such modifications or additional extensions of credit are made, and regardless of whether they are similar to or different from any other Obligations; (ii) amend, supplement and waive compliance with any of the provisions of documents evidencing or related to any of the Obligations; (iii) settle, modify, release, compromise or subordinate any Obligation, any collateral securing any Obligation or this Guaranty, or the liability of any other party responsible for payment of any Obligation; and (iv) accept partial payments, and apply any payments and all other amounts received from the Borrower, from liquidation of any collateral or from any her guarantor to the Obligations (or any other amounts due to the Bank) in any manner that the Bank elects. The Guarantor also pressly agrees that the Guarantor's liability will not be reduced or discharged by the Bank's failure or delay in perfecting (or to continue erfection of) any security interest, mortgage or other lien on any collateral securing the Obligations or this Guaranty, or to protect the value or condition of any such collateral. THE GUARANTORSPECIFICALLY ACKNOWLEDGESTHAT THIS GUARANTY COVERS ALL EXISTING AND FUTURE OBLIGATIONS OF THE BORROWER TO THE BANK REGARDLESS OF THE AMOUNT OF THOSE OBLIGATIONS; THAT THE BANK CAN MAKE ADDITIONAL EXTENSIONS OF CREDIT TO THE BORROWER WITHOUT NOTIFYING THE GUARANTOR; AND THAT THE BANK CAN DEMAND PAYMENT FROM AND IMPOSE LIABILITY ON THE GUARANTOR WITHOUT FIRST TRYING TO COLLECT FROM THE BORROWER OR ANY OTHER GUARANTOR.
- 3. Waivers. The Guarantor expressly waives all rights of setoff and counterclaims, as well as diligence in collection or prosecution, presentment, demand of payment or performance, protest, notice of dishonor, nonpayment or nonperformance of any Obligation. The Guarantor also expressly waives notice of acceptance of this Guaranty, and the right to receive all other notices and demands of any kind relating to the Obligations or this Guaranty. The Guarantor agrees that any right of subrogation as to payment or enforcement of any security interest securing the Obligations shall not be enforceable by any Guarantor until the Bank is paid in full. In addition to, and not in substitution or lieu of, all of the other waivers and releases contained herein from the Guarantor, Guarantor hereby specifically, unconditionally and jointly and severally waives any and all defenses predicated upon: (i) change of ownership of any collateral covered by any mortgage, deed of trust or security agreement or other security instrument securing the Obligations; (ii) acquiring additional collateral; (iii) substitution of different collateral in exchange or exchanges for part or parts of any original collateral; (iv) sale or other disposition, either in whole or in part, of any collateral for the Obligations, without notice to the Guarantor unless otherwise required by applicable law; (v) the fact that there may be persons other than the Guarantor solvent and responsible for the payment of the Obligations; (vi) release, death, dissolution, liquidation or termination of the existence of the Borrower or any other guarantor; (vii) an election of remedies; or (viii) any other defenses based on suretyship or impairment of collateral.
- 4. **Financial Information.** The Guarantor warrants that all financial information previously provided to the Bank was accurate when given, and that no material adverse change has occurred in the Guarantor's financial status since such information was given to the Bank. The Guarantor agrees to provide to the Bank from time to time upon request any information regarding the Guarantor's financial condition which the Bank reasonably requests; and without request, the Guarantor will provide annual financial statements in form and content satisfactory to the Bank within 60 days of the end of each year.
- 5. Borrower's Financial Condition. The Guarantor warrants and represents to the Bank that (i) the Guarantor is sufficiently knowledgeable and experienced in financial and business matters to evaluate and understand the risks assumed in connection with the execution of this Guaranty; (ii) the Guarantor has had the opportunity to examine the records, reports, financial statements, and other information relating to the financial condition of the Borrower; (iii) the Guarantor has relied solely upon investigations of the Borrower's financial condition conducted by the Guarantor or the Guarantor's authorized representative in deciding to execute this Guaranty; and (iv) he Guarantor, or its authorized representative, shall continue to independently review, monitor and investigate the financial condition of Borrower while this Guaranty is in effect. The Guarantor specifically relieves the Bank of any duty, obligation or responsibility of any nature whatsoever to advise the Guarantor of any change in the Borrower's financial condition.
- 6. Collateral; Setoff. The Guarantor grants to the Bank a security interest in all property in which the Guarantor has an ownership interest which is now or in the future in the possession of the Bank to secure payment under this Guaranty. The Guarantor hereby authorizes the Bank, without further notice to anyone, to charge any account of the Guarantor for the amount of any and all Obligations due under this Guaranty, and grants the Bank a contractual right to set off (without notice or demand) amounts due hereunder against all depository account balances, cash and other property now or hereafter in the possession of the Bank and the right to refuse to allow withdrawals from any account (collectively "Setoff). This Guaranty is also secured by any and all security interests,

limitation as described in the following documents:
7. Duration of Guaranty; Revocation; Continuing Obligations. This is a continuing Guaranty and shall not be revoked by leath, dissolution, merger, bankruptcy, incompetency or insolvency of the Guarantor. This Guaranty shall remain in full force and effect with respect to the Guarantor until the Bank receives written notice from the Guarantor revoking this Guaranty as to the Guarantor. In the event that this Guaranty is revoked by the Guarantor, said revocation shall have no effect on the continuing liability of the Guarantor to guarantee unconditionally the prompt payment of all Obligations which are contracted or incurred before the revocation becomes effective, including such prior Obligations which are subsequently renewed, modified or extended after the revocation becomes effective, as well as all extensions of credit made after revocation pursuant to commitments made prior to such revocation. Revocation of this Guaranty by any Guarantor shall not relieve any other Guarantor of any liability hereunder after the effective date of such revocation.
8. Acceleration of Obligations; Successors; Multiple Guarantors. If the Guarantor shall die or cease to exist, become the subject of any incompetency proceedings, become the subject of any bankruptcy or insolvency proceedings, or fail to comply with the terms of this Guaranty, any document securing this guaranty or any related document, the Guarantor's liability hereunder to pay the Obligations shall become immediately due and payable whether or not the Obligations are then due and payable by the Borrower or any other guarantor. This Guaranty shall inure to the benefit of the Bank, its successors and assigns and of the holder and owner of any of the Obligations, and shall be binding on heirs, executors, administrators, successors and assigns of the Guarantor. If there is more than one Guarantor, the liability of the Guarantors shall be joint and several, and the reference to the "Guarantor" shall be deemed to refer to all Guarantors.
9. Severability; Prior Agreements; Amendment. Invalidity of any provision of this Guaranty shall not affect the validity of any other provision. This Guaranty, the collateral documents securing this Guaranty and the documents evidencing the Obligations contain the entire agreement of the parties regarding this matter; and any prior representations, promises or agreements (whether oral or written) which are not a part of this Guaranty or the documents described above are not enforceable. The terms of this Guaranty may not be altered, amended or waived except by another written agreement signed by the Guarantor and the Bank. Unless specifically limited in scope this Guaranty shall not surpersede any earlier guaranty of the Guarantor in which the Bank has an interest nor shall any later guaranty supersede this Guaranty. The effect of any earlier or later guaranty shall be cumulative with this Guaranty.
10. Copies; Entire Agreement; Modification. The Guarantor hereby acknowledges the receipt of a copy of this Guaranty. This Guaranty is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this Guaranty may, on behalf of Guarantor, create a microfilm or optical disk or other electronic image of this Guaranty that is an authoritative copy as defined in such law. The holder of this Guaranty may store the authoritative copy of such Guaranty in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.
IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OF ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLYENFORCED. THE TERMS OF HIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN GUARANTOR AND THE BANK. A MODIFICATION OF ANY OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN GUARANTOR AND THE BANK, WHICH OCCURS AFTER RECEIPT BY GUARANTOR OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT ORAL OR IMPLIED MODIFICATIONS TO SUCH CREDIT AGREEMENTS ARE NOT ENFORCEABLEAND SHOULD NOT BE RELIED UPON.
11. Governing Law; Jurisdiction. This Guaranty shall be governed by the internal laws of the State of MINNESOTA except to the extent superseded by Federal law. THE GUARANTORHEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN THE COUNTY OR FEDERAL JURISDICTION OF THE BANK'S BRANCH WHERE THE LOAN WAS ORIGINATED, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTESOR PROCEEDINGSRELATING TO THIS GUARANTY, THE COLLATERAL, ANY RELATED DOCUMENT OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT AND/OR INTERPRETATION OF ANY OF THE FOREGOING Nothing herein shall affect the Bank's right to serve process in any manner permitted by law, or limit the Bank's right to bring proceedings against the Guarantor in the competent courts of any other jurisdiction or jurisdictions.
12. Waiver of Jury Trial. THE GUARANTOR AND THE BANK HEREBY JOINTLY AND SEVERALLYWAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTY, ALL DOCUMENTS RELATING TO THIS GUARANTY, THE OBLIGATIONS HEREUNDER OR ANY TRANSACTION ARISING HEREFROM OR CONNECTED HERETO THE GUARANTOR AND THE BANK EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.
Dated: MAY 31, 2005
(Individual Guarantor) Guarantor Name (Organization)

Name and Title

Name and Title ______N/A

N/A

Guarantor Name MICHAEL K JOHNSON

Guarantor Name

1. Guarantee. For value received, and to induce <u>U.S. BANK N.A.</u>

e "Bank") to extend or continue credit or other financial accommodations now or in the future to <u>Goldenberg & Johnson</u>,

<u>i.L.C.</u>

(the "Borrower"), the undersigned (the "Guarantor") hereby absolutely and unconditionally jointly and severally guarantees prompt payment of and promises to pay or cause to be paid to the Bank the Obligations (as hereinafterdefined), whether or not the Obligations are valid and enforceable against the Borrower, whenever the Obligations become due, whether on demand, at maturity or by reason of acceleration, or at the time the Borrower or the Guarantor shall become the subject of any bankruptcy or insolvency proceeding.

As used herein, the term "Obligations" shall mean all loans, drafts, overdrafts, checks, notes and all other debts, liabilities and obligations of every kind owing by the Borrower to the Bank, whether direct or indirect, absolute or contingent, liquidated or unliquidated whether of the same or a different nature and whether existing now or in the future, including interest thereon and all costs, expenses and reasonable attorneys' fees (including fees of inside counsel) paid or incurred by the Bank at any time before or after judgment in attempting to collect any of the foregoing, to realize on any collateral securing any of the foregoing or this Guaranty, and to enforce this Guaranty, whether such costs, expenses or fees are incurred before or after commencement of litigation or at trial, on appeal, or in any other proceeding. The definition of "Obligations" also includes the amount of any payments made to the Bank or another on behalf of the Borrower (including payments resulting from liquidation of collateral) which are recovered from the Bank by a trustee, receiver, creditor or other party pursuant to applicable Federal or state law (the "SurrenderedPayments"). In the event that the Bank makes any Surrendered Payments (including pursuant to a negotiated settlement), the Surrendered Payments shall immediately be reinstated as Obligations, regardless of whether the Bank has surrendered or cancelled this Guaranty prior to returning the Surrendered Payments.

- 2. Consent to Bank Actions; No Discharge. The Guarantor agrees that the Bank does not have to take any steps whatsoever to realize upon any collateral securing the Obligations, or to proceed against the Borrower or any other guarantor or surety for the Obligations either before or after proceeding against the Guarantor; and the Guarantor waives any claim of marshalling of assets against the Bank or-any collateral.-The Guarantor also agrees that the Bank may do or refrain from doing any of the following without notice to, or the consent of, the Guarantor, without reducing or discharging the Guarantor's liability under this Guaranty: (i) renew, amend, modify, extend or release any existing or future Obligations (including making additional advances, or changing the interest rate or amount, time or manner of payment of any Obligations), and make additional extensions of credit to the Borrower (which will become additional Obligations), regardless of when such modifications or additional extensions of credit are made, and regardless of whether they are similar to or different from any other Obligations; (ii) amend, supplement and waive compliance with any of the provisions of documents evidencing or related to any of the Obligations; (iii) settle, modify, release, compromise or subordinate any Obligation, any collateral securing any Obligation or this Guaranty, or the liability of any other party responsible for payment of any Obligation; and (iv) accept partial payments, and apply any payments and all other amounts received from the Borrower, from liquidation of any collateral or from any other guarantor to the Obligations (or any other amounts due to the Bank) in any manner that the Bank elects. The Guarantor also spressly agrees that the Guarantor's liability will not be reduced or discharged by the Bank's failure or delay in perfecting (or to continue rfection of) any security interest, mortgage or other lien on any collateral securing the Obligations or this Guaranty, or to protect the value or condition of any such collateral. THE GUARANTORSPECIFICALLY ACKNOWLEDGESTHAT THIS GUARANTY COVERS ALL EXISTING AND FUTURE OBLIGATIONS OF THE BORROWER TO THE BANK REGARDLESS OF THE AMOUNT OF THOSE OBLIGATIONS; THAT THE BANK CAN MAKE ADDITIONAL EXTENSIONS OF CREDIT TO THE BORROWER WITHOUT NOTIFYING
- THE GUARANTOR; AND THAT THE BANK CAN DEMAND PAYMENT FROM AND IMPOSE LIABILITY ON THE GUARANTOR WITHOUT FIRST TRYING TO COLLECT FROM THE BORROWER OR ANY OTHER GUARANTOR.

 3. Waivers. The Guarantor expressly waives all rights of setoff and counterclaims, as well as diligence in collection or prosecution, presentment, demand of payment or performance, protest, notice of dishonor, nonpayment or nonperformance of any Obligation. The Guarantor also expressly waives notice of acceptance of this Guaranty, and the right to receive all other notices and demands of any kind relating to the Obligations or this Guaranty. The Guarantor agrees that any right of subrogation as to payment or enforcement of any security interest securing the Obligations shall not be enforceable by any Guarantor until the Bank is paid in full. In addition to, and not in substitution or lieu of, all of the other waivers and releases contained herein from the Guarantor, Guarantor hereby specifically, unconditionally and jointly and severally waives any and all defenses predicated upon: (i) change of ownership of any collateral covered by any mortgage, deed of trust or security agreement or other security instrument securing the Obligations; (ii) acquiring additional collateral; (iii) substitution of different collateral in exchange or exchanges for part or parts of any original collateral;
- payment of the Obligations; (vi) release, death, dissolution, liquidation or termination of the existence of the Borrower or any other guarantor; (vii) an election of remedies; or (viii) any other defenses based on suretyship or impairment of collateral.

 4. Financial Information. The Guarantor warrants that all financial information previously provided to the Bank was accurate when given, and that no material adverse change has occurred in the Guarantor's financial status since such information was given to the Bank. The Guarantor agrees to provide to the Bank from time to time upon request any information regarding the Guarantor's financial condition which the Bank reasonably requests; and without request, the Guarantor will provide annual financial statements in form and

(iv) sale or other disposition, either in whole or in part, of any collateral for the Obligations, without notice to the Guarantor unless otherwise required by applicable law; (v) the fact that there may be persons other than the Guarantor solvent and responsible for the

- content satisfactory to the Bank within 60 days of the end of each year.

 5. Borrower's Financial Condition. The Guarantor warrants and represents to the Bank that (i) the Guarantor is sufficiently knowledgeable and experienced in financial and business matters to evaluate and understand the risks assumed in connection with the execution of this Guaranty; (ii) the Guarantor has had the opportunity to examine the records, reports, financial statements, and other information relating to the financial condition of the Borrower; (iii) the Guarantor has relied solely upon investigations of the Borrower's financial condition conducted by the Guarantor or the Guarantor's authorized representative deciding to execute this Guaranty; and (iv) the Guarantor, or its authorized representative, shall continue to independently review, monitor and investigate the financial condition of the Borrower while this Guaranty is in effect. The Guarantor specifically relieves the Bank of any duty, obligation or responsibility of any nature whatsoeverto advise the Guarantor of any change in the Borrower's financial condition.
- 6. Collateral; Setoff. The Guarantor grants to the Bank a security interest in all property in which the Guarantor has an ownership interest which is now or in the future in the possession of the Bank to secure payment under this Guaranty. The Guarantor hereby authorizes the Bank, without further notice to anyone, to charge any account of the Guarantor for the amount of any and all Obligations due under this Guaranty, and grants the Bank a contractual right to set off (without notice or demand) amounts due hereunder against all depository account balances, cash and other property now or hereafterin the possession of the Bank and the right to refuse to allow withdrawals from any account (collectively "Setoff). This Guaranty is also secured by any and all security interests, pledges or liens now or hereafterin existence granted to the Bank to secure indebtedness of the Guarantor to the Bank, including without

limitatich as described in the following documents:	
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- 7. Duration of Guaranty; Revocation; Continuing Obligations. This is a continuing Guaranty and shall not be revoked by eath, dissolution, merger, bankruptcy, incompetency or insolvency of the Guarantor. This Guaranty shall remain in full force and effect ith respect to the Guarantor until the Bank receives written notice from the Guarantor revoking this Guaranty as to the Guarantor. In the event that this Guaranty is revoked by the Guarantor, said revocation shall have no effect on the continuing liability of the Guarantor to guarantee unconditionally the prompt payment of all Obligations which are contracted or incurred before the revocation becomes effective, including such prior Obligations which are subsequently renewed, modified or extended after the revocation becomes effective, as well as all extensions of credit made after revocation pursuant to commitments made prior to such revocation. Revocation of this Guaranty by any Guarantor shall not relieve any other Guarantor of any liability hereunder after the effective date of such revocation.
- 8. Acceleration of Obligations; Successors; Multiple Guarantors. If the Guarantor shall die or cease to exist, become the subject of any incompetency proceedings, become the subject of any bankruptcy or insolvency proceedings, or fail to comply with the terms of this Guaranty, any document securing this guaranty or any related document, the Guarantor's liability hereunder to pay the Obligations shall become immediately due and payable whether or not the Obligations are then due and payable by the Borrower or any other guarantor. This Guarantyshall inure to the benefit of the Bank, its successors and assigns and of the holder and owner of any of the Obligations, and shall be binding on heirs, executors, administrators, successors and assigns of the Guarantor. If there is more than one Guarantor, the liability of the Guarantors shall be joint and several, and the reference to the "Guarantor" shall be deemed to refer to all Guarantors.
- 9. Severability; Prior Agreements; Amendment. Invalidity of any provision of this Guaranty shall not affect the validity of any other provision. This Guaranty, the collateral documents securing this Guaranty and the documents evidencing the Obligations contain the entire agreement of the parties regarding this matter; and any prior representations, promises or agreements (whether oral or written) which are not a part of this Guaranty or the documents described above are not enforceable. The terms of this Guaranty may not be altered, amended or waived except by another written agreement signed by the Guarantor and the Bank. Unless specifically limited in scope this Guaranty shall not surpersede any earlier guaranty of the Guarantor in which the Bank has an interest nor shall any later guaranty supersede this Guaranty. The effect of any earlier or later guaranty shall be cumulative with this Guaranty.
- 10. Copies; Entire Agreement; Modification. The Guarantor hereby acknowledges the receipt of a copy of this Guaranty. This Guaranty is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this Guaranty may, on behalf of Guarantor, create a microfilm or optical disk or other electronic image of this Guaranty that is an authoritative copy as defined in such law. The holder of this Guaranty may store the authoritative copy of such Guaranty in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER ERMS OF ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLYENFORCED. THE TERMS OF IHIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN GUARANTOR AND THE BANK. A MODIFICATION OF ANY OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN GUARANTOR AND THE BANK, WHICH OCCURS AFTER RECEIPT BY GUARANTOR OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH CREDIT AGREEMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

- 11. Governing Law; Jurisdiction. This Guarantyshall be governed by the internal laws of the State of Minnesota except to the extent superseded by Federal law. THE GUARANTORHEREBY CONSENTS TO THE EXCLUSIVE JURISDICTIONOF ANY STATE OR FEDERAL COURT SITUATED IN THE COUNTY OR FEDERAL JURISDICTION OF THE BANK'S BRANCH WHERE THE LOAN WAS ORIGINATED, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTESOR PROCEEDINGSRELATINGTO THIS GUARANTY, THE COLLATERAL, ANY RELATEDDOCUMENT, OR ANY TRANSACTIONSARISING THEREFROM, OR ENFORCEMENT AND/OR INTERPRETATIONOF ANY OF THE FOREGOING. Nothing herein shall affect the Bank's right to serve process in any manner permitted by law, or limit the Bank's right to bring proceedings against the Guarantor in the competent courts of any other jurisdiction or jurisdictions.
- 12. Waiver of Jury Trial. THE GUARANTOR AND THE BANK HEREBY JOINTLY AND SEVERALLYWAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTY, ALL DOCUMENTS RELATING TO THIS GUARANTY, THE OBLIGATIONS HEREUNDER OR ANY TRANSACTION ARISING HEREFROM OR CONNECTED HERETO. THE GUARANTOR AND THE BANK EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

Dated: MARCH 15, 2007		N/A
(Individual Guaranter)	Guarantor Name (Organization)	
	a	
Guarantor Name Michael K. Johnson	Ву	
	Name and Title	N/A
Guarantor Name	Ву	
	Name and Title	N/A

U.S. BANK N.A.		(the "Bank")
The undersigned (the "Guarantor," whether on uaranty(ies) (Limited), Continuing Guaranty(ies) (Pro ollectively the "Guaranty) guaranteeing all of the oblig	Rata), or Guaranty(ies) of Sp	Continuing Guaranty(ies) (Unlimited), Continuing pecific Transaction datetarch 15, 2007 Johnson, PLLC
	(the "Borrower)" to the Bar	nk, whether currently existing or arising in the future.
The Bank will be extending a new loan to the Bororrower, as evidenced by the following documents, as	rrower, or renewing, restructumong others:	iring or otherwise amending an existing loan to the
Amendment to Loan Agreement &		, 2007 in the amount of
\$500,000.00		
The Guarantor hereby confirms that the guaranty pecifically includes the obligations identified above, as the principal amount of the loan).	remains in full force and effect well as any renewals, amend	et, and the definition of "Obligations" in the Guaranty ments or refinancings thereto (including an increase
The Guarantor reaffirms that consent by the Guara greements between the Bank and the Borrower is not ontinues as security, and all other terms of the Guara	necessary, as described in the	efinancings, amendments and other changes in any e Guaranty. All collateral securing the Guaranty also
The Guarantor represents that the Guaranto eaffirmation; and the Guarantor specifically relie urrent financial condition, or any changes in the	ves the Bank of any obliga	ver's financial condition prior to executing this ation to advise the Guarantor of the Borrower's ion in the future.
The Guarantor hereby acknowledges the rec Reaffirmation is a "transferable record" as defined in Reaffirmation may, on behalf of Guarantor, create a n authoritative copy as defined in such law. The holder electronic form and then destroy the paper original as a control and transfer such authoritative copy as permitt	applicable law relating to el nicrofilm or optical disk or ot of this Reaffirmation may sto part of the holder's normal bu	ther electronic image of this Heaffirmation that is an ore the authoritative copy of such Reaffirmation in its
MPORTANT: READ BEFORE SIGNING. THE TERITHOSE TERMS IN WRITING, EXPRESSING CONSIDERMS OR ORAL PROMISES NOT CONTAINED IN THIS AGREEMENT MAY ONLY BE CHANGED BY A WITH RESPECT TO ALL OTHER CREDIT AGREEMED FOR ANY OTHER CREDIT AGREEMED OF A STEEMED AGREEMED OF A STEEMED A STE	DERATION AND SIGNED BY THIS WRITTEN CONTRACT NOTHER WRITTEN AGREE! EMENTS NOW IN EFFECT MENTS NOW IN EFFECT B THIS NOTICE. MAY BE MAI	THE PARTIES ARE ENFORCEABLE. NO OTHER MAY BE LEGALLYENFORCED. THE TERMS OF MENT. THIS NOTICE SHALL ALSO BE EFFECTIVE T BETWEEN GUARANTOR AND THE BANK. A ETWEEN GUARANTOR AND THE BANK, WHICH DE ONLY BY ANOTHER WRITTEN INSTRUMENT.
Dated: MARCH 15, 2007		
(Individual Guarantor)	Guarantor Name (Organiz	N/A zation)
(mayada dalama)	· -	•
Guarantor Name Michael K. Johnson	By	
Oddiano Namo	·	N/A
Guarantor Name Michael K. Johnson Guarantor Name	Name and Title	

To: U.S. BANK N.A.		(the "Bank")
The undersigned (the "Guarantor," whether one Guaranty(ies) (Limited), Continuing Guaranty(ies) (Pro Rat (collectively the "Guaranty") guaranteeing all of the obligation	a), or Guaranty(ies) of Specific	Transaction dated <u>JUNE 19, 2003</u>
	(the "Borrower") to the Bank	, whether currently existing or arising in the future.
The Bank will be extending a new loan to the Borrower, as evidenced by the following documents, amo	ower, or renewing, restructuring ong others:	ng or otherwise amending an existing loan to the
Revolving Loan Agreement and No		2008 in the original
principal amount of \$750,000.0		
The Guarantor hereby confirms that the guaranty respecifically includes the obligations identified above, as win the principal amount of the loan).	vell as any renewals, amendm	ents or refinancings thereto (including an increase
The Guarantor reaffirms that consent by the Guaran agreements between the Bank and the Borrower is not n continues as security, and all other terms of the Guarant	ecessary, as described in the	inancings, amendments and other changes in any Guaranty. All collateral securing the Guaranty also
The Guarantor represents that the Guarantor eaffirmation; and the Guarantor specifically reliev current financial condition, or any changes in the Bor	es the Bank of any obligati	ion to advise the Guarantor of the Borrower's
The Guarantor hereby acknowledges the rece Reaffirmation is a "transferable record" as defined in a Reaffirmation may, on behalf of Guarantor, create a mauthoritative copy as defined in such law. The holder of electronic form and then destroy the paper original as p control and transfer such authoritative copy as permitted	applicable law relating to ele- icrofilm or optical disk or oth of this Reaffirmation may store art of the holder's normal bus	er electronic image of this Reaffirmation that is an earth authoritative copy of such Reaffirmation in its
IMPORTANT: READ BEFORE SIGNING. THE TERM THOSE TERMS IN WRITING, EXPRESSING CONSID TERMS OR ORAL PROMISES NOT CONTAINED IN THIS AGREEMENT MAY ONLY BE CHANGED BY AN WITH RESPECT TO ALL OTHER CREDIT AGREEM MODIFICATION OF ANY OTHER CREDIT AGREEM OCCURS AFTER RECEIPT BY GUARANTOR OF THORAL OR IMPLIED MODIFICATIONS TO SUCH CREDITON.	ERATION AND SIGNED BY THIS WRITTEN CONTRACT OTHER WRITTEN AGREEM! MENTS NOW IN EFFECT BE HIS NOTICE. MAY BE MAD!	THE PARTIES ARE ENFORCEABLE. NO OTHER MAY BE LEGALLY ENFORCED. THE TERMS OF ENT. THIS NOTICE SHALL ALSO BE EFFECTIVE BETWEEN GUARANTOR AND THE BANK. A TWEEN GUARANTOR AND THE BANK, WHICH E ONLY BY ANOTHER WRITTEN INSTRUMENT.
Dated: APRIL 29, 2008 (Individual Guarantor) Guarantor Name Michael K. Johnson	By Name and Title	N/A
Guarantor Name	- ·	/-
	Name and Title	N/A